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RECORDATION REQUESTED BY:

Bridgeview Bank Group
7940 S. Harlem Ave.
Bridgeview, IL 60455



Doc#: 0528016054 Fee: \$34.50
Eugene "Gene" Moore RHSP Fee: \$10.00
Cook County Recorder of Deeds
Date: 10/07/2005 10:13 AM Pg: 1 of 6

WHEN RECORDED MAIL TO:

Bridgeview Bank Group
ATTN: Loan Operations
4753 N Broadway
Chicago, IL 60640

SEND TAX NOTICES TO:

Chicago Title Land Trust
Company successor Trustee to
Cole Taylor Bank as Trustee
under Trust Agreement dated
December 23, 1996 and
known as Trust Number
96-7055
171 N. Clark Street
Chicago, IL 60601

FOR RECORDER'S USE ONLY

This Modification of Mortgage prepared by:

Lender
Bridgeview Bank Group
4753 N. Broadway
Chicago, IL 60640

MODIFICATION OF MORTGAGE

THIS MODIFICATION OF MORTGAGE dated September 5, 2005, is made and executed between Cole Taylor Bank, not personally but as Trustee on behalf of Chicago Title Land Trust Company successor Trustee to Cole Taylor Bank as Trustee under Trust Agreement dated December 23, 1996 and known as Trust Number 96-7055, whose address is 171 N. Clark Street, Chicago, IL 60601 (referred to below as "Grantor") and Bridgeview Bank Group, whose address is 7940 S. Harlem Ave., Bridgeview, IL 60455 (referred to below as "Lender").

MORTGAGE. Lender and Grantor have entered into a Mortgage dated July 27, 2005 (the "Mortgage") which has been recorded in Cook County, State of Illinois, as follows:

Mortgage and Assignment of Rents recorded on August 2, 2005 as Document No. 0521433181 and 0521433182; respectively.

REAL PROPERTY DESCRIPTION. The Mortgage covers the following described real property located in Cook County, State of Illinois:

LOT 25 IN BLOCK 1 IN T.S. DOBBINS SUBDIVISION OF THE SOUTH THREE QUARTERS OF THE EAST 1/2 OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 39 NORTH, RANGE 14, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN COOK COUNTY, ILLINOIS

The Real Property or its address is commonly known as 2859 S. Lowe, Chicago, IL 60616. The Real Property tax identification number is 17-28-312-024-0000.

MODIFICATION. Lender and Grantor hereby modify the Mortgage as follows:

S-Y
P-6
M-Y
M.P.

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It is expressly understood and agreed by and between the parties hereto, anything to the contrary notwithstanding, that each and all of the warranties, covenants, representations, undertakings and agreements herein made on the part of the Trustee while in form purporting to be the warranties, indemnities, representations, covenants, undertakings and agreements of said Trustee are nevertheless each and all of them, made and intended not as personal warranties, indemnities, representations, covenants, undertakings and agreements of the Trustee or for the purpose or with the intention of binding said Trustee or any portion of the trust property specified herein, but solely in the event that it is executed and delivered by said Trustee not in its own right, but solely in the execution of the trust created upon it as such Trustee; and that no personal liability or personal responsibility is assumed by or shall at any time be asserted or enforceable against the undersigned and trustee, on account of this instrument or on account of any warranty, indemnity, representation, covenant or agreement of the said Trustee in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released.

Authorized Signer for Chicago Title Land Trust Company

By:

pursuant to corporate by-laws.

Authorized Signer for Chicago Title Land Trust Company

By:

CHICAGO TITLE LAND TRUST COMPANY, not personally but as Trustee under that certain trust agreement dated 12-23-1996 and known as Chicago Title Land Trust Company successor Trustee to Cole Taylor Bank as Trustee under Trust Agreement dated December 23, 1996 and known as Trust Number 96-7055.

CHICAGO TITLE LAND TRUST COMPANY SUCCESSOR TRUSTEE TO COLE TAYLOR BANK AS TRUSTEE UNDER TRUST AGREEMENT DATED DECEMBER 23, 1996 AND KNOWN AS TRUST NUMBER 96-7055

GRANTOR:

GRANTOR ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS MODIFICATION OF MORTGAGE AND GRANTOR AGREES TO ITS TERMS. THIS MODIFICATION OF MORTGAGE IS DATED SEPTEMBER 5, 2005.

CONTINUING VALIDITY. Except as expressly modified above, the terms of the original Mortgage shall remain unchanged and in full force and effect and are legally valid, binding, and enforceable in accordance with their respective terms. Consent by Lender to this Modification does not waive Lender's right to require strict performance of the Mortgage as changed above nor obligate Lender to make any future modifications. Nothing in this Modification shall constitute a satisfaction of the promissory note or other credit agreement secured by the Mortgage (the "Note"). It is the intention of Lender to retain as liable all parties to the Mortgage and all parties, makers and endorsers to the Note, including accommodation parties, unless a party is expressly released by Lender in writing. Any maker or endorser, including accommodation makers, shall not be released by virtue of this Modification. If any person who signed the original Mortgage does not sign this Modification, then all persons signing below acknowledge that this Modification is given conditionally, based on the representation to Lender that the non-signing person consents to the changes and provisions of this Modification or otherwise will not be released by it. This waiver applies not only to any initial extension or modification, but also to all such subsequent actions.

The purpose of this Modification of Mortgage is to: Increase the principal amount secured from \$180,000.00 to \$330,000.00; Increase the maximum lien amount from \$360,000.00 to \$660,000.00 as evidenced by Promissory Note dated September 5, 2005. All other terms and conditions of the original Mortgage shall remain in full force and effect.

MODIFICATION OF MORTGAGE

(Continued)

Loan No: 615781200-11601

Property of Cook County Clerk

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MODIFICATION OF MORTGAGE (Continued)

Loan No: 615781200-11601

LENDER:

BRIDGEVIEW BANK GROUP

X 
Authorized Signer

TRUST ACKNOWLEDGMENT

STATE OF _____)

) SS

COUNTY OF _____)

On this _____ day of _____, _____ before me, the undersigned Notary Public, personally appeared _____

, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By _____ Residing at _____

Notary Public in and for the State of _____

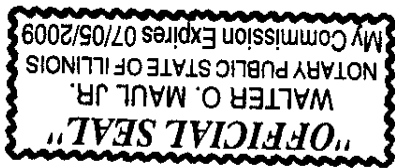
My commission expires _____

See next page

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Property of COOK COUNTY

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My commission expires 7-5-09

Notary Public in and for the State of Illinois

Residing at Bridgeway

By Walter O. Maul Jr.

On this 23rd day of September, 2005 before me, the undersigned Notary Public, personally appeared Vincent I Savelli and known to me to be the VP Commercial Loans authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

COUNTY OF Cook

STATE OF Illinois

LENDER ACKNOWLEDGMENT

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MODIFICATION OF MORTGAGE

(Continued)

Loan No: 615781200-11601

~~LENDER ACKNOWLEDGMENT~~

TRUST ACKNOWLEDGEMENT

STATE OF ILLINOIS)

) SS

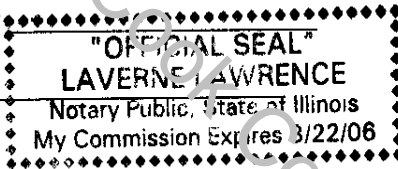
COUNTY OF COOK)

On this _____ day of SEP 23, 2005 before me, the undersigned Notary Public, personally appeared Shari Smith and known to me to be the ASST. VICE PRESIDENT, authorized agent for the Lender that executed the within and foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of the said Lender, duly authorized by the Lender through its board of directors or otherwise, for the uses and purposes therein mentioned, and on oath stated that he or she is authorized to execute this said instrument and that the seal affixed is the corporate seal of said Lender.

By Laverne Lawrence Residing at _____

Notary Public in and for the State of _____

My commission expires _____



County Clerk's Office

UNOFFICIAL COPY

TRUST ACKNOWLEDGMENT

STATE OF _____)
 COUNTY OF _____)
)
) SS)
)

On this _____ day of _____, _____, personally appeared _____ before me, the undersigned Notary Public, and known to me to be (an) authorized trustee(s) or agent(s) of the trust that executed the Modification of Mortgage and acknowledged the Modification to be the free and voluntary act and deed of the trust, by authority set forth in the trust documents or, by authority of statute, for the uses and purposes therein mentioned, and on oath stated that he or she/they is/are authorized to execute this Modification and in fact executed the Modification on behalf of the trust.

By _____ Residing at _____

Notary Public in and for the State of _____

My commission expires _____

Property of Cook County Clerk's Office

X _____
 BRIDGEVIEW BANK GROUP
 Authorized Signer

LENDER: